

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Frank J Branigan
Debtor

Case No. 18-11271-jkf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: YvetteWD
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 13, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 15, 2018.

db Frank J Branigan, 215 Lincoln Terrace, Norristown, PA 19403-3319

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 15, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 13, 2018 at the address(es) listed below:

ALBERT J. SCARAFONE, JR. on behalf of Debtor Frank J Branigan scarafone@comcast.net,
ascarafone@gmail.com;r39418@notify.bestcase.com
FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
JAMES RANDOLPH WOOD on behalf of Creditor West Norriton Township jwood@portnoffonline.com,
jwood@ecf.inforuptcy.com
KEVIN G. MCDONALD on behalf of Creditor BAYVIEW LOAN SERVICING, LLC bkgroup@kmlawgroup.com
POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com,
ecf_frpa@trusteel3.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM MILLER*R ecfemail@FredReigleChl3.com, ECF_FRPA@Trusteel3.com
WILLIAM MILLER*R on behalf of Trustee WILLIAM MILLER*R ecfemail@FredReigleChl3.com,
ECF_FRPA@Trusteel3.com

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Frank J. Branigan		CHAPTER 13
	<u>Debtor</u>	
Bayview Loan Servicing, LLC		
	<u>Movant</u>	
vs.		NO. 18-11271 JKf
Frank J. Branigan		
	<u>Debtor</u>	
Tracy Branigan		11 U.S.C. Sections 362 and 1301
Frederick L. Reigle		
	<u>Additional Respondents</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$10,378.64**, which breaks down as follows;

Post-Petition Payments:	April 2018 through July 2018 at \$2,336.91/month
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$10,378.64

2. The Debtors shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$10,378.64**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$10,378.64** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due August 1, 2018 and continuing thereafter, Debtors shall pay to Movant the present regular monthly mortgage payment of \$2,336.91 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtors provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

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5. In the event the payments under Section 5 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 23, 2018

/s/ Kevin G. McDonald, Esquire
Kevin G. McDonald, Esquire
Attorney for Movant

Date: _____

/s/ Albert J. Scarafone, Jr.
Albert J. Scarafone, Jr., Esquire
Attorney for Debtors

Date: 8/8/18


William C. Miller, Esquire
Chapter 13 Trustee

Dated: August 13, 2018

The foregoing Stipulation is approved by the court.



Judge Jean K. FitzSimon